



## County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA  
Chief Executive Officer

October 30, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

### **DEPARTMENT OF CORONER: APPROVE AGREEMENT FOR AS-NEEDED CREMATION SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve and instruct the Chairman to sign an agreement with Southland Crematory, to provide as-needed cremation services for the Department of Coroner and LAC+USC Medical Center. The initial term of the agreement will become effective upon Board approval and will expire on June 30, 2010. The agreement includes renewal options to extend for up to two (2) additional one-year and six (6) month-to-month periods, for a maximum term of five (5) years and six (6) months.
2. Authorize annual expenditures for the agreement at the following amounts:  
1) Department of Coroner \$60,000; and 2) LAC+USC Medical Center \$70,000 for total annual costs of \$130,000.
3. Delegate authority to the Director, Department of Coroner, to execute substantially similar agreements with other qualified licensed crematories for the provision of as-needed cremation services effective upon execution by the parties, and execute optional renewal terms and applicable amendments.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended action will enable both the Department of Coroner and LAC+USC Medical Center to obtain cremation services on an as-needed basis, and

permit the Director, Department of Coroner, to enter into agreements substantially similar to Exhibit I with qualified firms for the provision of cremation services. Board approval will assure the continued timely cremation and disposition of remains, and allow for the alleviation of the County's crematory backlogs due to significant operational spikes at the Department and/or LAC+USC Medical Center.

#### Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal 1: Service Excellence; and Goal 3: Organizational Effectiveness.

#### **FISCAL IMPACT/FINANCING**

The combined estimated fiscal year (FY) agreement cost between the Department and LAC+USC Medical Center is \$130,000. Funds are available in each Department's operating budget and will be encumbered during each FY for the duration of the agreement and renewal year(s), if renewal options are exercised.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Your Board is authorized to approve this agreement pursuant to Government Code Section 31000.

The agreement requires that all cremations and dispositions are performed in accordance with the applicable provisions of the California Health and Safety and the Business and Professions Codes.

The agreement requires Southland Crematory to give first consideration to qualified County employees targeted for layoff and to consider qualified Greater Avenues for Independence participants for employment openings. The Department has determined that the Living Wage Program does not apply to the recommended agreement. The agreement is in compliance with County contracting policies and procedures as set forth by your Board.

The agreement has been approved as to form by County Counsel.

#### **CONTRACTING PROCESS**

On April 4, 2007, the Department released a Request for Proposal (RFP). A notice of the RFP was mailed to 25 crematories in Los Angeles County that are licensed by the State Cemetery and Funeral Bureau and was posted on the Internal Services Purchasing and Contracting web site.

The Honorable Board of Supervisors  
October 30, 2007  
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Southland Crematory is the incumbent and was the only vendor to submit a response to the RFP. Based on the evaluation criteria established by the Department, Southland Crematory met the requirements and was selected for contract award recommendation.

### **IMPACT ON CURRENT SERVICES**

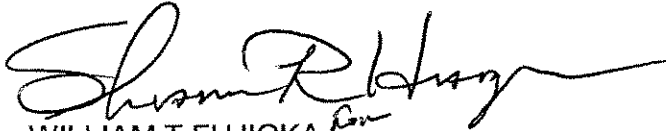
Approval of the recommended actions will ensure timely cremation and disposition of remains in accordance with applicable laws.

### **CONCLUSION**

The Department has determined Southland Crematory to be suitable to perform the services at an effective cost.

When approved, the Executive Officer/Clerk of the Board, is requested to return two (2) signed copies of the approved Board letter and Amendment to Ms. Elizabeth Seung, Contracts Manager, Department of Coroner, 1104 North Mission Road, Los Angeles, California 90033.

Respectfully submitted,

  
WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:RDC  
ATH:LS:yjf

Attachment

c: Craig R. Harvey, Chief, Operations Bureau  
Sarah Ahonima, Chief, Administrative Bureau  
Robert Ragland, Senior Deputy, County Counsel  
Pete Delgado, Chief Executive Office  
Henry Ornelas, Chief, Operations Officer

Cremation.Services.bl



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**SOUTHLAND CREMATORY**  
**FOR**  
**AS-NEEDED CREMATION SERVICES**

76377

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SOUTHLAND CREMATORY  
FOR  
AS-NEEDED CREMATION SERVICES**

This Contract and Exhibits made and entered into this 30<sup>TH</sup> day of OCT., 2007 by and between the County of Los Angeles Department of Coroner and Department of Health Services (LAC+USC Medical Center) hereinafter referred to as County and Southland Crematory, hereinafter referred to as Contractor. Southland Crematory is located at 5443 Long Beach Blvd., Long Beach, CA 90805

**RECITALS**

WHEREAS, the County may contract with private businesses for Cremation Services when certain requirements are met; and

WHEREAS, County desires to secure cremation services to support existing cremation operations during County Crematory overflow workload periods; and

WHEREAS, such services are necessary to ensure decedent remains are cremated in a timely manner, and

WHEREAS, County's Director, Department of Coroner has determined that the services to be provided hereunder are of a professional nature and are required on an as-needed basis; and



WHEREAS, Contractor is qualified, equipped, staffed, and willing to provide such services for and in consideration of the payments provided under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by California Government Code Section 26227 and 31000 to contract for the provisions of services described hereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A, Statement of Work.
- 2.2 Contractor:** Southland Crematory that has entered into this contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations.
- 2.4 County Contract Project Monitor:** The County employee assigned by the Department of Coroner and the Department of health Services with the responsibility to oversee the day to day operations under this Contract, including but not limited to the responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 County Project Director:** Person(s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person(s) designated by County's Project Director to manage the operations under this Contract.

- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 The award of a Contract to an eligible Contractor is not a guarantee of work or payment from the County to the eligible Contractor, as the services requested herein are on an as-needed basis. Contractor acknowledges that it is not necessarily the exclusive provider to County of cremation services, and that County employees may provide the services and that County has, or may enter into, contracts with other providers to render the services. Contractor agrees to provide County during the term of this Contract with services set forth in *Exhibit A, Statement of Work* as County may require of Contractor from time to time.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing upon execution by County, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be

exercised at the sole discretion of the Director, Department of Coroner or his designee.

- 4.3 The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County Project Director at the address herein provided in *Exhibit E - County's Administration*.

## **5.0 PAYMENT**

- 5.1 County agrees to reimburse Contractor for the services rendered pursuant to this Contract for services described in *Exhibit A, Statement of Work* at the rates set forth in *Exhibit B, Pricing Schedule*.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

### **5.3 No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract

shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

#### **5.4 Invoices**

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* at the rates set forth in *Exhibit B, Pricing Schedule*. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.4.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing name of deceased, date of cremation, identification number assigned to the deceased for which payment is claimed.
- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.4.5 All invoices under this Contract shall be submitted in triplicate copies to the appropriate requestor of services, either the Department of Coroner or Department of Health Services for which invoice is being submitted:

- 1) County of Los Angeles  
Department of Coroner  
1104 N. Mission Road  
Los Angeles, CA 90033  
Attn: Accounting Section
- 2) County of Los Angeles  
LAC+USC Medical Center  
P O BOX 866001  
Los Angeles, CA 90084  
Attn: Invoice Processing

5.4.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

## 6.0 ADMINISTRATION OF CONTRACT - COUNTY

### COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### 6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract.

# **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

## **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

All of Contractor's employees assigned to County facilities are required to have an Identification (ID) badge on their person and visible at all times.

7.3.1 Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

### **7.4 Background and Security Investigations**

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any



information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Director, Department of Coroner, or his designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the County and by Contractor.
- 8.1.3 The Director, Department of Coroner, or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and

imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

#### **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

#### **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or

that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete



description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

#### **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES**

##### **TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S EEO CERTIFICATION
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: SOUTHLAND CREMATORY

By [Signature]  
Signature

JOE APPIEBY  
Print Name

MANAGER CREM502  
Title

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

Attest:

SACHI A. HAMAI  
Executive Officer-Clerk of  
the Board of Supervisors

By [Signature]  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Directors

By [Signature]  
Deputy

APPROVED AS TO FORM:  
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR.

By [Signature]  
Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 31

OCT 30 2007

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

DEPARTMENT OF CORONER



EXHIBIT A

STATEMENT OF WORK  
FOR  
AS-NEEDED CREMATION SERVICES

APRIL 2007



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# **EXHIBIT A**

## **STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

The general scope of work to be performed under this Contract shall include Contractor to provide and perform as-needed cremation services for the County of Los Angeles Department of Coroner and Department of Health Services (LAC+USC Medical Center) hereinafter referred to as County.

Cremation is a three step process that: 1) Reduces the body of a deceased human to its essential elements by incineration. 2) Repositioning or moving of the body or remains during incineration to facilitate the incineration process. 3) The processing of the remains after removal from the cremation chamber pursuant to Health and Safety Code Section 7010.3. The Contractor shall provide all goods and perform all services required to complete the cremation process as set forth below.

### **2.0 GENERAL RESPONSIBILITIES**

- 2.1 Contractor shall have a valid crematory license issued by the State of California Cemetery and Funeral Bureau.
- 2.2 Contractor shall be operated under the supervision of a manager qualified in accordance with rules adopted by the State of California Cemetery Funeral Bureau.
- 2.3 Contractor shall at all times employ and designate a licensed crematory manager to manage, supervise, and direct its operations.
- 2.4 Contractor's designated crematory manager shall be responsible for operating the crematory as is necessary to ensure full compliance with applicable law.
- 2.5 Contractor shall provide all training and instructions to all crematory personnel involved in the cremation process to ensure compliance with all applicable laws to its performance hereunder.
- 2.6 Contractor shall further comply with all federal, State, and local laws, ordinances, regulations, and directives applicable to its performance hereunder.

### **3.0 FACILITIES**

- 3.1 Contractor shall have an established office and cremation facility located within the County of Los Angeles.
- 3.2 Contractor shall maintain an office with a telephone in the Contractor's name where Contractor conducts business.
- 3.3 Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.
- 3.4 Contractor shall respond to calls received by the answering service within twenty-four (24) hours of receipt of the call.

### **4.0 EMERGENCY/DISASTER SERVICES**

- 4.1 Contractor shall be available in case of emergencies such as a sudden increase in caseload due to a natural or other disaster or general emergency. Determination of emergency shall be made at the sole discretion of County.

### **5.0 QUALITY CONTROL**

- 5.1 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract.
- 5.2 Contractor shall submit the Quality Control Plan the County Contract Project Manager for review. The plan shall include, but may not be limited to the following:
  - Method of monitoring to ensure that Contract requirements are being met;
  - A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **6.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

### **6.1 Meetings**

Contractor is required to attend scheduled meetings as requested by the County Project Manager. Failure to attend will cause an assessment of fifty dollars (\$50.00).

### **6.2 Contract Discrepancy Report (*SOW Appendix 1*)**

Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Manager shall determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within ten (10) workdays.

### **6.3 Performance Requirements Summary (*SOW Appendix 2*)**

The Performance Requirements Summary (PRS) chart, SOW Appendix 2, lists the major services that will be monitored during the term of the Contract. The PRS indicates the required services, the monitoring method, and deduction/fees to be assessed to the Contractor for services that deviate or are determined unsatisfactory to the County.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor

beyond that defined in the Contract and the SOW. In addition, the PRS is not meant to be a conclusive list of all monitored items. The County will monitor for the entire provisions in the Contract. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

#### **6.4 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **6.5 Personnel**

Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

#### **6.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

### **7.0 SPECIFIC WORK REQUIREMENTS**

#### **7.1 Cremation Services**

7.1.1 County shall request cremation services on an as –needed basis.

7.1.2 County shall deliver decedent in cremation container to Contractor's crematory.

7.1.3 County and Contractor shall agree to a delivery and pick up schedule for each referred decedent.

7.1.4 County shall submit to Contractor Transmittal Sheet for scheduling County cremations.

- 7.1.5 Contractor shall complete and submit to County Transmittal Sheet within five (5) workdays.
- 7.1.6 Contractor shall perform cremation services at the Contractor's crematory and the process of cremation shall take place in a cremation chamber.
- 7.1.7 Contractor shall cremate the decedent within twenty-four (24) hours of County's delivery of decedent to Contractor.
- 7.1.8 Contractor shall maintain an identification system that allows the identification of each decedent delivered by County beginning from the time Contractor accepts delivery of a decedent until the point at which it releases the cremated remains to the County for final disposition.
- 7.1.9 After cremation, Contractor shall place an identifying disk, tab, or other permanent label within the urn or cremated remains container before the cremated remains are released. Each identification disk, tab, or label shall have a unique number that shall be recorded on all paperwork regarding the decedent's case and in the crematory log.
- 7.1.10 Contractor shall cremate and process decedent remains pursuant to Sections 7010, 7010.3, and 7010.5 of the California Health and Safety Code, and all applicable laws and regulations.
- 7.1.11 Contractor shall present and release to County the referred decedent's cremated remains in a plastic utility urn container (size 3-1/2 x 6 x 9) with a unique identification number attached.
- 7.1.12 Contractor shall assume all responsibility for any damage resulting from explosions or harm from pacemakers or any other devices, objects, metals, chemicals, or substances implanted or contained within a decedent's remains.
- 7.1.13 Option: Assume responsibility for the pick-up of decedent's remains from the Department of Coroner or LAC+USC Medical Center and after cremations delivery of cremated remains to the Department of Coroner, LAC+USC Medical Center or County Cemetery.

## **7.2 Records**

Pursuant to Section 8343 of California Health and Safety Code, Crematory shall maintain on its premises, or other business location within Los Angeles County, for at least ten (10) years after the cremation is performed, an accurate record of all cremations performed at the request the County of Los Angeles, which shall include the following information:

- a. Name of referring entity.
- b. Name of deceased.
- c. Date of cremation.
- d. Name of cremation chamber operator.
- e. Time and date that body was inserted in cremation chamber.
- f. Time and date that body was removed from cremation chamber.
- g. Time and date final processing of cremated remains was completed.
- h. Disposition of cremated remains.
- i. Name and address of authorizing agent.
- j. Identification number assigned to the deceased.
- k. A photocopy of the disposition permit filed in connection with the disposition.

## **7.3 Statutory Requirements:**

- 7.3.1 Contractor shall not cremate the remains of more than one decedent at a time or commingle cremated remains, as required by Section 7054.7 of the California Health and Safety Code and other applicable law.
- 7.3.2 Contractor shall cremate only human remains in cremation chambers, along with the cremation container and personal effects of deceased, as required Section 8344.5 of the California Health and Safety Code and other applicable law.

**STATEMENT OF WORK**

**APPENDIX 1 and**

**APPENDIX 2**

**FOR**

**AS-NEEDED CREMATION SERVICES**



**STATEMENT OF WORK  
APPENDIX 1 and APPENDIX 2  
FOR  
AS-NEEDED CREMATION SERVICES**

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2	PERFORMANCE REQUIREMENTS SUMMARY CHART ..... 2

**Exhibit A, SOW, Appendix 1**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

.....

COUNTY ACTIONS: \_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

Contractor Representative's Signature and Date \_\_\_\_\_

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	CRITERIA	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Statement of Work 2.1	Contractor shall have a valid crematory license issued by the State of California Cemetery and Funeral Bureau.	Inspection of files.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 2.2	Contractor shall be operated under the supervision of a manager qualified in accordance with rules adopted by the State of California Cemetery Funeral Bureau.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 2.3	Contractor shall at all times employ and designate a licensed crematory manager to manage, supervise, and direct its operations.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 2.4	Contractor's designated crematory manager shall be responsible for operating the crematory as is necessary to ensure full compliance with applicable law.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 2.5	Contractor or its authorized representative shall provide all training and instructions to all crematory personnel involved in the cremation process to ensure compliance with all applicable laws.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 3.1	Contractor shall have an established office and cremation facility located within the County of Los Angeles.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.

Statement of Work 3.2	Contractor shall maintain an office with a telephone in the Contractor's name where Contractor conducts business.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract
Statement of Work 3.3	Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.	Inspection of files and observation.	\$500 per occurrence; possible termination for breach of contract.
Statement of Work 3.4	Contractor shall respond to calls received by the answering service within twenty-four (24) hours of receipt of the call.	Inspection of files and observation.	\$500 per occurrence; possible termination for breach of contract.
Statement of Work 4.1	Contractor shall be available in case of emergencies such as a sudden increase in caseload due to a natural or other disaster or general emergency. Determination of emergency shall be made at the sole discretion of the Director, Department of Coroner or the Chief Medical Examiner-Coroner.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 5.1	Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 6.1	Contractor is required to attend scheduled meetings as requested by the County Project Manager.	Attendance (observation) and Inspection of files.	\$50 per occurrence; possible termination for breach of contract.

Statement of Work 7.1.5	Contractor shall complete and submit to County Transmittal Sheet within five (5) workdays.	Inspection of files and observation.	\$50 per occurrence; possible termination for breach of contract.
Statement of Work 7.1.6	Contractor shall perform cremation services at the Contractor's crematory and the process of cremation shall take place in a cremation chamber.	Inspection of files and observation.	\$2,500 per occurrence; possible termination for breach of contract.
Statement of Work 7.1.7	Contractor shall cremate the decedent within twenty-four (24) hours of County's delivery of decedent to Contractor.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 7.1.8	Contractor shall maintain an identification system that allows the identification of each decedent delivered by County beginning from the time Contractor accepts delivery of a decedent until the point at which it releases the cremated remains to the County for final disposition.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.
Statement of Work 7.1.9	After cremation, Contractor shall place an identifying disk, tab, or other permanent label within the urn or cremated remains container before the cremated remains are released. Each identification disk, tab, or label shall have a unique number that shall be recorded on all paperwork regarding the decedent's case and in the crematory log.	Inspection of files and observation.	\$1,000 per occurrence; possible termination for breach of contract.

Statement of Work 7.1.10	Contractor shall cremate and process decedent remains pursuant to Sections 7010, 7010.3, and 7010.5 of the California Health and Safety Code, and all applicable laws and regulations.	Inspection of files and observation.	\$2,500 per occurrence; possible termination for breach of contract
Statement of Work 7.1.11	Contractor shall present and release to County the referred decedent's cremated remains in a plastic utility urn container (size 3-1/2 x 6 x 9) with a unique identification number attached.	Inspection of files and observation.	\$500 per occurrence; possible termination for breach of contract.
Statement of Work 7.2	<p>Pursuant to Section 8343 of California Health and Safety Code, Crematory shall maintain on its premises, or other business location within Los Angeles County, for at least ten (10) years after the cremation is performed, an accurate record of all cremations performed at the request of the County of Los Angeles, which shall include the following information:</p> <p>Name of referring entity.</p> <p>a. Name of deceased.</p> <p>b. Date of cremation.</p> <p>c. Name of cremation chamber operator.</p> <p>d. Time and date that body was inserted in cremation chamber.</p> <p>e. Time and date that body was removed from cremation chamber.</p> <p>f. Time and date final processing of cremated remains was completed.</p> <p>g. Disposition of cremated remains.</p> <p>h. Name and address of authorizing</p>	Inspection of files and observation.	\$2,000 per occurrence; possible termination for breach of contract.

	agent. i. Identification number assigned to the deceased. j. A photocopy of the disposition permit filed in connection with the disposition.		
Statement of Work 7.3.1	Contractor shall not cremate the remains of more than one decedent at a time or commingle cremated remains, as required by Section 7054.7 of the California Health and Safety Code and other applicable law.	Inspection of files and observation.	\$2,500 per occurrence; possible termination for breach of contract.
Statement of Work 7.3.2	Contractor shall cremate only human remains in cremation chambers, along with the cremation container and personal effects of deceased, as required Section 8344.5 of the California Health and Safety Code and other applicable law.	Inspection of files and observation.	\$2,500 per occurrence; possible termination for breach of contract.
Contract: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$2,500 per occurrence; possible termination for breach of contract

**EXHIBIT B**  
**PRICING SCHEDULE**

In accordance with Contract *Paragraph 5.0 Payment*, Contractor shall invoice County only for providing tasks, deliverables, goods and services as required in Exhibit A, Statement of Work, at the following fixed rates:

**A. Fixed Price Per Decedent**

	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3
1. INFANT – CHILD  ( up to 12 yrs)	\$58.50	\$58.50	\$58.50
2. ADULT  ( 13 + years)	\$115.00	\$115.00	\$115.00
3. OBESE PERSONS  (OVER <u>265</u> LBS.)	\$248.00	\$248.00	\$248.00

**B. Option: Statement of Work Section 7.1.13**

	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3
Pick-up and delivery service (per decedent)	\$90.00	\$90.00	\$90.00



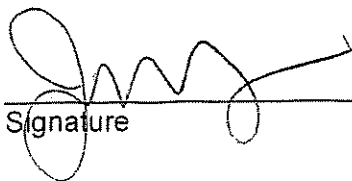
EXHIBIT C  
CONTRACTOR'S EEO CERTIFICATION

SOUTHLAND CREMATORY  
Company Name  
5443 LONG BEACH BLVD, LONG BEACH, CA  
Address  
56-2652829  
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	( )

  
Signature

7/25/2007  
Date

JOE APPELEY - MANAGER CRM502  
Name and Title of Signer (please print)

EEO CERTIFICATION

**EXHIBIT D**  
**COUNTY'S ADMINISTRATION**  
**DEPARTMENT OF CORONER**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**EXHIBIT D  
COUNTY'S ADMINISTRATION**

**DEPARTMENT OF HEALTH SERVICES  
LAC+USC MEDICAL CENTER**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**EXHIBIT E**  
**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: SOUTHUARD CREMATORY

CONTRACT NO: \_\_\_\_\_

CONTRACTOR'S PROJECT MANAGER:

Name: JOE APPLER  
Title: MANAGER  
Address: 5443 LONG BEACH BLVD.  
LONG BEACH, CA 90805  
Telephone: (562) 422-1243  
Facsimile: (562) 428-6670  
E-Mail Address: JOE21028@YAHOO.COM

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: FORREST HUNTER  
Title: OWNER  
Address: 5443 LONG BEACH BLVD.  
LONG BEACH, CA 90805  
Telephone: (562) 422-1243  
Facsimile: (562) 428-6670  
E-Mail Address: —

Name: CYNTHIA HUNTER  
Title: OWNER  
Address: 5443 LONG BEACH BLVD.  
LONG BEACH, CA 90805  
Telephone: (562) 422-1243  
Facsimile: (562) 428-6670  
E-Mail Address: —

**Notices to Contractor shall be sent to the following:**

Name: JOE APPLER  
Title: MANAGER CCM 502  
Address: 5443 LONG BEACH BLVD.  
LONG BEACH, CA 90805  
Telephone: (562) 422-1243  
Facsimile: (562) 428-6670  
E-Mail Address: —

**EXHIBIT D**  
**COUNTY'S ADMINISTRATION**  
**DEPARTMENT OF CORONER**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**EXHIBIT D  
COUNTY'S ADMINISTRATION**

**DEPARTMENT OF HEALTH SERVICES  
LAC+USC MEDICAL CENTER**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**EXHIBIT F**  
**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- F1     CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2     CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
         AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME SOUTHLAND CREMATORY Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: 10/10/2007

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name SOUTH HILL CREMATORY Contract No. \_\_\_\_\_

Employee Name JOE APPIERTY

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: [Signature]

DATE: 10/10/2007

PRINTED NAME: JOE APPIERTY

POSITION: MANAGER

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.**

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

**Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.**



### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***